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11 Attorneys for Plaintiffs,
12 Veronica Munoz, *on behalf of herself and all others similarly situated*

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 WESTERN DIVISION
16

17 Veronica Munoz, *on behalf of herself and*
18 *all others similarly situated*

19 Plaintiff,

20 vs.

22 LG Electronics U.S.A., Inc.,

23 Defendant.
24

CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

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INTRODUCTION

1
2 1. Plaintiff, Veronica Munoz (“Plaintiff”), brings this putative class action,
3
4 on behalf of herself, and a putative class of an estimated millions of consumers against
5 LG Electronics U.S.A., Inc. (“LG,” “LG Electronics,” or “Defendant”).

6 2. This putative class action is based on the LG’s sales of televisions that
7
8 were warranted and marketed as “energy efficient” and “Energy Star” certified, when
9 in fact LG deployed software that automatically disables energy-saving features
10 whenever any picture settings are changed, without the knowledge of the consumer.
11

12 3. LG Electronics was founded in 1958 as Goldstar, in the aftermath of the
13 Korean War.¹ By 2015 LG was profiting millions of dollars, and for the first three
14 months of the year profits were at \$36 million.²
15

16 4. ENERGY STAR is a U.S. Environmental Protection Agency (“EPA”)
17 voluntary program that helps businesses and individuals save money and protect the
18 climate through superior energy efficiency.
19

20 5. In 1992, the EPA introduced ENERGY STAR as a voluntary labeling
21 program designed to identify and promote energy-efficient products to reduce
22 greenhouse gas emissions. The ENERGY STAR label is now on major appliances,
23 office equipment, lighting, new homes, and electronics.³
24

25
26 _____
27 ¹ https://en.wikipedia.org/wiki/LG_Electronics

28 ² <http://www.wsj.com/articles/tv-sales-slump-at-lg-offsetting-smartphone-success-1430288273?alg=y>

³ [https://www.energystar.gov/products/electronics/televisions.](https://www.energystar.gov/products/electronics/televisions)

1 6. The ENERGY STAR label is attractive to consumers. ENERGY STAR
2 certified televisions are on average, 25 percent more energy efficient than
3 conventional models, saving energy in all usage modes: sleep, idle, and on. The label
4 can be found on everything from standard TVs to large screen TVs with the latest
5 features like ultra high-definition (“UHD”). A home equipped with TVs, a Blue-Ray
6 player, a compact audio system, a cordless telephone and a home-theatre-in-a-box that
7 have earned the ENERGY STAR, can save nearly \$200 over the life of the products.⁴
8
9

10
11 7. According to its website, LG was recognized as a 2015 ENERGY STAR
12 Partner of the Year, and “offers more than 800 ENERGY STAR qualified models in a
13 range of product categories,” including televisions.⁵
14

15 8. In 2015, the National Resource Defense Counsel (“NRDC”) and Ecos
16 Research “Ecos” conducted comprehensive laboratory testing of selected televisions,
17 as well as additional in-store testing to observe the persistence of key energy-saving
18 features.
19

20 9. According to its September 2016 report, some of the leading television
21 manufacturers, including LG, “have designed their TVs to disable energy-saving
22 features whenever users change the main picture setting.”⁶
23
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25

26 ⁴ *Id.*

27 ⁵ <http://www.lg.com/us/energy-star>

28 ⁶ <https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf>.

1 10. LG has profited immensely from the selling its televisions as energy
2 efficient, through ENERGY STAR labeling, having earned over billions of dollars for
3 units sold in North America alone.
4

5 **JURISDICTION AND VENUE**

6 11. This Court has original jurisdiction over this class action pursuant to 28
7 U.S.C. § 1331, and 28 U.S.C. § 1332(d)(2) as the amount in controversy exceeds the
8 sum or value of \$5,000,000, exclusive of interest and costs, and the matter is a class
9 action in which a member of the class of plaintiffs is a citizen of a State different from
10 any defendant.
11

12 12. Additionally, this Court has supplemental jurisdiction over Plaintiff's
13 common law claims pursuant to 28 U.S.C. § 1391, because said claims derive from a
14 common nucleus of operative facts.
15

16 13. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because a
17 substantial portion of the events giving rise to Plaintiff and Class and/or Collective
18 Action Members' claims occurred in the Northern District of California, as LG: (1) is
19 authorized to conduct business in this District, and has intentionally availed itself to
20 the laws and markets within this District through the promotion, marketing,
21 distribution and sale of its products in this District, (2) presently does substantial
22 business in this District, and (3) is subject to personal jurisdiction in this District.
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PARTIES

14. At all relevant times Plaintiff was a resident of San Jose, California, and a citizen of the state of California.

15. Plaintiff on behalf of herself, and the putative National class, and California sub-class, brings this class action lawsuit against LG.

16. Defendant LG is an international corporation with its United States headquarters in Englewood Cliffs, NJ.

FACTUAL ALLEGATIONS

17. In 2016 Plaintiff purchased a 55” LG television.

18. The television was ENERGY STAR certified through representations made on the box, as well as LG’s website.⁷

19. After completing the installation instructions, Plaintiff made changes to the television’s contrast, and backlight settings, as well as the picture settings; prior to making the changes Plaintiff was not warned that the changes would reduce energy efficiency, causing him to incur additional charges on her electricity bill.

20. LG televisions sold in 2015 and 2016 were tested by the U.S. Department of Energy (“DOE”) to measure TV energy use.

21. The DOE requires that energy use of new TV models be tested while playing a 10-minute video of assorted content developed by the International

⁷ <http://www.lg.com/us/energy-star>

1 Electrotechnical Commission (IEC) standards organization and meant to represent
2 typical viewing. The testing is conducted with the default settings.⁸
3

4 22. The results of the testing allow consumers to compare the TV's energy
5 use against the energy use of similar-size models before purchase.⁹
6

7 23. The test conducted by the DOE consisted of a 10-minute video loop used
8 for measuring and reporting average TV power, and was a collection of unusually
9 short scenes that is not representative of most real-world content.¹⁰
10

11 24. The DOE test does not account for the extra energy used as a result of the
12 increased brightness of the television screen.¹¹
13

14 25. In 2015, the NRDC and Ecos conducted comprehensive laboratory
15 testing of select LG televisions; the results showed that LG designed its TVs to
16 disable energy-saving features whenever users change the main picture setting.¹²
17

18 26. For example, LG televisions disable key energy-saving features when the
19 user changes the default picture setting (e.g., from Normal to Cinema, Sports, or
20 Vivid).¹³
21
22
23

24 ⁸ [https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-
25 energy-test-report.pdf](https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf).

26 ⁹ *Id.*

27 ¹⁰ *Id.*

28 ¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

1 27. A few seemingly harmless clicks, without warning, can as much as
2 double the cost to operate a TV over its 10-year lifetime, costing owners an extra \$100
3 to \$200 in energy bills.¹⁴

5 28. The NRDC and Ecos test results showed that the clip developed by the
6 IEC and used by the DOE contained much shorter scenes and more frequent cuts
7 between them than typical real-world content from sports, dramas, and news
8 programs; simply put this feature saved more energy during the official government
9 testing than it does when consumers view programming most people typically
10 watch.¹⁵

13 29. With regard to LG televisions, the NRDC report found that:

15 “Almost all Samsung and LG TVs have a motion-detection dimming (MDD)
16 feature, which dims or briefly turns off the screen’s backlight when the content
17 on display has rapid motion and frequent scene changes, as is common in
18 commercials and music videos...(LG terms it Motion Eye Care)...While MDD
19 caused on-mode power to drop by 58 percent in the DOE test on the LG TV, it
20 dropped by only 13 percent when playing the real-world content video loop we
21 created...put simply, the MDD feature saves more energy during the official
government testing than it does when users view most programming that people
typically watch.”¹⁶

22 30. The NRDC report questioned the intentions of LG and its competitors,
23 stating “it’s conceivable that some manufacturers might be exploiting the abnormally
24 high frequency of scene changes in the IEC test clip to maximize the effect of MDD
25

27 ¹⁴ *Id.*

28 ¹⁵ *Id.*

¹⁶ *Id.*

1 and obtain a better energy efficiency score, thereby gaining a competitive
2 advantage.”¹⁷
3

4 31. Additionally, the NRDC report found that playing movies in high
5 dynamic range (“HDR”) is likely to significantly increase future TV energy use, and
6 that “TV energy use increased by approximately 30 percent to 50 percent while
7 playing the ultra high definition (“UHD”) + HDR version of a movie compared with
8 the one produced in UHD.”¹⁸
9

10
11 32. In conclusion, the NRDC recommended that “certain manufactures
12 should discontinue their inappropriate practice of deploying software that
13 automatically disables energy-saving features – mostly without consumer knowledge
14 – whenever certain picture settings are changed.”¹⁹
15

16 33. LG engaged in a deceptive practice of automatically disabling energy
17 saving features without warning to Plaintiff when changes were made to the
18 television’s default settings, thereby causing Plaintiff to incur additional costs on her
19 electricity bill.
20

21
22 34. LG fraudulently induced Plaintiff to purchase a television through its
23 marketing ploy of labeling its television “ENERGY STAR certified,” when in fact
24 ordinary changes to the television’s default settings doubled the energy usage of the
25 television.
26

27 ¹⁷ *Id.*

28 ¹⁸ *Id.*

¹⁹ *Id.*

1 35. LG failed to disclose to Plaintiff at the time of sale that it had installed a
2 defeat device in the subject television, reduce the energy efficiency of the television.
3

4 36. Notably, the NRDC met with LG to discuss its findings, and the
5 companies proposed solution will address many of NRDC's concerns.²⁰
6

7 **CLASS ACTION ALLEGATIONS**

8 **A. The Class**

9 37. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23
10 on behalf of herself and all others similarly situated.
11

12 38. Plaintiff represents, and is a member of the following putative class (the
13 "Class"):
14

15 **All persons within the United States who purchased a 2015 or**
16 **2016 ENERGY STAR certified LG television, with a screen**
17 **size of 32 inches or greater.**

18 39. Plaintiff also seeks to represent the following proposed subclass (the
19 "California Subclass"):
20

21 **All persons residing in the state of California who purchased a**
22 **2015 or 2016 ENERGY STAR certified LG television, with a**
23 **screen size of 32 inches or greater.**
24
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28 _____
²⁰ *Id.*

1
2 40. The definition of the putative class is narrowly tailored so as to include
3 only identifiable members who purchased a LG model television within the past two
4 years, with a screen greater than 32 inches.
5

6 **B. Numerosity**

7 41. The proposed classes are so numerous that the individual joinder of all its
8 members, in this or any action, is impracticable. The exact number or identification of
9 the members of the putative classes is presently unknown to Plaintiff, but it is believed
10 to include over 1,000,000 consumers worldwide, thereby making joinder impractical.
11

12 42. The exact number and identities of the Class members are unknown at
13 this time, and can only be ascertained through discovery. Identification of Class
14 members is a matter capable of ministerial determination from Defendant's records.
15
16

17 **C. Common Issues of Law and Fact**

18 43. There are questions of law and fact common to all Class Members that
19 predominate over any questions affecting only individual members. These questions
20 include, but are not limited to:
21

- 22 a. Whether LG installed a "defeat device" causing changes to the
23 television's default settings to increase energy usage;
24
25 b. Whether LG owed a duty to notify consumers that changes to the
26 television's default settings would increase energy usage;
27
28

- 1 c. Whether LG deliberately designed its televisions to draw less power
2 during government testing than in ordinary use;
3
4 d. Whether LG misrepresented their televisions as energy efficient;
5
6 e. Whether LG failed to warn consumers that playing movies produced
7 in HDR on a HDR capable TV would significantly increase energy
8 use;
9
10 f. Whether LG televisions were improperly given an ENERGY STAR
11 certification.

12 44. The common questions in this case are capable of having common
13 answers. If Plaintiff's claim that LG willfully or negligently, in breach of contract,
14 and applicable state or federal law misrepresented the energy usage of their
15 televisions, Plaintiff and Class members will have identical claims capable of being
16 efficiently adjudicated and administered in this case. Plaintiff is asserting the same
17 rights, making the same claims, and seeking the same relief for herself and all other
18 putative class members.
19
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22 **D. Typicality**

23 45. Plaintiff's claims are typical of the claims of Class members, as they are
24 all based on the same factual and legal theories.
25

26 **E. Protecting the Interest of Class Members**

27 46. Plaintiff will fairly and adequately protect the interests of the Class and
28 has retained counsel experienced in handling class actions and claims involving

1 unlawful business practices. Neither Plaintiff nor her counsel has an interest which
2 might cause them not to vigorously pursue this action.
3

4 **F. Proceeding via Class Action is Superior and Advisable**

5 47. A class action is the superior method for the fair and efficient
6 adjudication of this controversy. The interest of Class members in individually
7 controlling the prosecutions of separate claims against Defendant is small because it is
8 not economically feasible for Class members to bring individual actions.
9

10 48. Management of this class action is unlikely to present any difficulties.
11

12 49. The prosecution of separate actions by individual members of the Class
13 would create a foreseeable risk of inconsistent and varying adjudications, leading to
14 differentiating results and standards for Defendant.
15

16 50. As a sensible matter, adjudications with respect to individual members of
17 the class be dispositive of the interests of the other members not parties to the
18 individual adjudications or would substantially impair or impede their ability to
19 protect their own separate interests.
20

21
22 **COUNT I**
23 **For Breach of Express Warranties**

24 51. Plaintiff, individually, and on behalf of all others similarly situated,
25 repeats and re-alleges the above paragraphs of this Complaint and incorporates them
26 herein by reference.
27
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1 52. In connection with the sale of the subject televisions, LG expressly
2 warranted that, among other things:
3

4 a. The subject televisions were ENERGY STAR certified

5 b. Plaintiff and Class Members would enjoy a crystal-clear picture while
6 saving energy with technology that intelligently adapts the screen's
7 brightness to the intensity of the light in the room.
8

9 53. LG breached these express warranties in that the subject televisions were
10 equipped with installed software, which caused changes to the televisions' default
11 settings to increase energy consumption, without notice or warning to Plaintiff and
12 Class Members.
13

14 54. LG breached these express warranties in that common, ordinary, changes
15 to the televisions' brightness, contrast, and picture settings increase energy usage,
16 causing Plaintiff and Class Members to incur increased costs on their electricity bills.
17

18 55. As a result of said software, Plaintiff and Class Members cannot
19 reasonably rely on the subject televisions' labels as ENERGY STAR certified for their
20 ordinary, everyday use.
21

22 56. As a result of breach of express warranties, Plaintiff and Class Members
23 have been damaged.
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COUNT II
For Violations California Unfair Competition Law
Cal. Bus. & Prof. Code § 17200 *et seq.*

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4 57. Plaintiff, individually, and on behalf of all others similarly situated,
5 repeats and re-alleges the above paragraphs of this Complaint and incorporates them
6 herein by reference.
7

8 58. LG violated California's Unfair Competition Law, which prohibits
9 unfair competition including any unlawful, unfair or fraudulent business act or
10 practice and unfair, deceptive, untrue or misleading advertising and any act prohibited
11 by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
12 Business and Professions Code.²¹
13

14
15 59. LG's actions were consumer-oriented, in a manner that was misleading in
16 a material way to Plaintiff and the putative class, and Plaintiff and the putative class
17 suffered injury as a result of LG's deceptive act.
18

19 60. LG violated California's Unfair Competition Law by representing its
20 televisions as ENERGY STAR certified, while selling them with pre-installed
21 software, causing changes made to a television's settings to reduce the energy
22 efficiency of the television, thereby causing Plaintiff and Class Members to incur
23 additional electricity costs.
24

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26 61. LG violated California's Unfair Competition Law by representing its
27 televisions as ENERGY STAR certified, while intentionally designing its televisions
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²¹ Cal. Bus. & Prof. Code § 17200 *et seq.*

1 to draw less power during DOE testing, thereby fraudulently representing the true
2 nature of the television's energy usage.
3

4 62. LG violated California's Unfair Competition Law by representing its
5 televisions as ENERGY STAR certified, without notifying Plaintiff and Class
6 members that changes made to the televisions default settings greatly increase energy
7 usage, thereby causing Plaintiff and Class Members to incur additional electricity
8 costs.
9

10 63. LG violated California's Unfair Competition Law by representing its
11 televisions as ENERGY STAR certified, without notifying Class members that
12 viewing movies produced in HDR on a HDR-capable TV would increase energy
13 usage, thereby causing Plaintiff and Class Members to incur additional electricity
14 costs.
15

16 64. As a result of LG's misrepresentations, Plaintiff and Class Members have
17 suffered damages.
18

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20 **COUNT III**
21 **For Breach of Contract**

22 65. Plaintiff, individually, and on behalf of all other similarly situated,
23 repeats and re-alleges the above paragraphs of this Complaint and incorporates them
24 herein by reference.
25

26 66. Every purchase of a subject television from an authorized dealer of LG
27 constitutes a contract between LG and the purchaser.
28

1 67. LG materially breached these contracts by selling to Plaintiff and Class
2 Members non-compliant, non-energy efficient televisions and failing to disclose the
3 pre-installed software designed to reduce the energy efficiency of subject televisions
4 when changes to default settings are made. As a result, said televisions are
5 substantially less valuable than televisions LG advertised and promised to deliver to
6 Plaintiffs and Class Members.
7

8
9 68. LG's misrepresentations and omissions contained in the body of this
10 Complaint, including LG's misrepresentation of the energy efficient capability of its
11 subject televisions, caused Plaintiff and Class Members to enter into their agreements
12 to purchase the subject televisions. Absent those misrepresentations and omissions,
13 Plaintiff and Class Members would not have purchased their televisions, would not
14 have purchased their televisions at the price they paid, and/or would have purchased
15 alternative televisions that did not contained pre-installed software designed to
16 increase the energy output of the televisions. Accordingly, Plaintiff and Class
17 Members suffered injury, as they overpaid for their subject televisions and did not
18 receive the benefit of their bargain.
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23 69. As a direct and proximate result of LG's breach, Plaintiff and Class
24 Members have been damaged.
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COUNT IV
For Unjust Enrichment

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3 70. Plaintiff, individually, and on behalf of all other similarly situated,
4 repeats and re-alleges the above paragraphs of this Complaint and incorporates them
5 herein by reference.
6

7 71. LG has benefited from selling at unjust profit non-energy efficient,
8 otherwise labeled ENERGY STAR certified and purported to be energy efficient,
9 televisions whose value was artificially inflated due to LG's concealment of the pre-
10 installed software designed to alter key energy-saving features.
11

12
13 72. LG has received and retained unjust benefits from Plaintiff and Class
14 Members, and inequity has resulted.
15

16 73. It is inequitable and unconscionable for LG to retain these benefits.

17 74. Because LG concealed its fraud and deception, Plaintiff and Class
18 Members were not aware of the true specifications (i.e., energy usage), concerning the
19 subject televisions and did not benefit from LG's misconduct.
20

21 75. LG knowingly accepted the unjust benefits of its fraudulent conduct.

22 76. As a result of LG's fraud, misconduct, and concealment, the amount of
23 its unjust enrichment should be disgorged and returned to Plaintiff and Class
24 Members, at an amount to be proven at trial.
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COUNT V
For Breach of Obligation of Good Faith and Fair Dealing

77. Plaintiff, individually, and on behalf of all others similarly situated, repeats and re-alleges the above paragraphs of this Complaint and incorporates them herein by reference.

78. LG breached its obligation of good faith and fair dealing by intentionally designing subject televisions to draw less power during DOE testing, thereby fraudulently representing the true nature of the television’s energy usage, leading to improper ENERGY STAR certification.

COUNT VI
For Fraudulent Inducement

79. Plaintiff, individually, and on behalf of all others similarly situated, repeats and re-alleges the above paragraphs of this Complaint and incorporates them herein by reference.

80. To induce Plaintiff and Class Members to purchase the subject televisions, LG made representations as to the subject television’s energy saving capabilities.

81. Among the representations LG made to Plaintiff and Class Members was that they could “enjoy a crystal-clear picture while saving energy with technology that intelligently adapts the screen’s brightness to the intensity of the light in the room.

1 82. Moreover, LG represented the subject televisions as ENERGY STAR
2 certified, without warning Plaintiff and Class Members that changes to the television's
3 default settings would affect the nature of the subject TVs energy saving capabilities.
4

5 83. Thereafter, Plaintiff and Class Members discovered that, unbeknownst to
6 them, LG fraudulently installed software in each subject television, which altered the
7 subject television's actual level of energy usage.
8

9 84. As a result of LG's fraudulent inducement, Plaintiff and Class Members
10 have been injured.
11

12 **COUNT VII**
13 **For Fraudulent Misrepresentation**

14 85. Plaintiff, individually, and on behalf of all others similarly situated,
15 repeats and re-alleges the above paragraphs of this Complaint and incorporates them
16 herein by reference.
17

18 86. LG fraudulently represented the subject televisions as energy saving,
19 when ordinary changes to the subject TVs default settings made by everyday users
20 increased the energy production of the televisions.
21

22 87. Incredibly, LG represented the subject televisions as ENERGY STAR
23 certified, without representing that changes made to the television's default settings
24 would affect the nature of the subject TVs energy saving capabilities.
25

26 88. Likewise, LG represented the subject televisions as ENERGY STAR
27 certified, and energy efficient, where viewing movies produced in HDR on a HDR-
28

1 capable television would actually increase energy usage, thereby increasing costs of
2 electricity for Plaintiff and Class Members.
3

4 89. All acts of LG complained of herein were committed with malice, intent,
5 wantonness, and recklessness, and overall were egregious in nature, and as such,
6 Plaintiff and Class Members are entitled to punitive damages.
7

8 **COUNT VIII**
9 **For Common Law Fraud**

10 90. Plaintiff, individually, and on behalf of all others similarly situated,
11 repeats and re-alleges the above paragraphs of this Complaint and incorporates them
12 herein by reference.
13

14 91. As detailed at length above, LG intentionally concealed and suppressed
15 material facts concerning the energy usage of the subject televisions in order to
16 defraud and mislead Plaintiff and Class Members about the true extent of the subject
17 televisions' energy consumption.
18

19 92. LG accomplished its scheme to defraud, and concealment thereof, by
20 installing software capable of changing the energy usage of the subject televisions
21 when consumers changed default settings on their televisions, without warning.
22
23

24 93. Ordinary usage and common changes made to the subject televisions'
25 default settings increased energy usage, causing Plaintiff and Class Members to incur
26 increased electricity costs, without their knowledge, all the while believing they
27 purchased an energy efficient television.
28

1 94. Moreover, LG represented the subject televisions as ENERGY STAR
2 certified, and energy efficient, where viewing movies produced in HDR on a HDR-
3 capable television would actually increase energy usage, thereby increasing costs of
4 electricity for Plaintiff and Class Members.
5

6 95. As a result of LG's scheme to defraud, and concealment thereof, Plaintiff
7 and Class Members suffered damages.
8

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays that the Court grant Plaintiff and the Class the
11 following relief against Defendant as follows:
12

- 13 1. For an order certifying this action and/or common issues raised herein as a
14 Class Action under the appropriate Federal Rule of Civil Procedure 23(a),
15 23(b), and 23(c); further designating Class Representatives, appointing the
16 undersigned as class counsel;
17
- 18 2. Notice of class certification and of any relief to be published to all Class
19 Members, and for such other notices deemed appropriate by this Court
20 under Fed R. Civ. P. 23(d)(s) ;
21
- 22 3. An order forbidding LG from destroying or removing any computer or
23 similar records with evidence related to LG's sales records, or this action;
24
- 25 4. An order requiring complete and immediate disclosure of all studies,
26 reports, analyses, data, compilations, and other similar information within
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the possession, custody, or control of LG, concerning, relating to, or involving energy usage of subject televisions;

5. An order preventing LG from attempting, by any means, on its own or through its agents, to persuade any putative Class Members to sign any documents which in any way release any of the claims of any Putative Class Members;
 6. An award of statutory damages;
 7. Awarding punitive damages as allowed by law, in an amount to be proven at trial;
 8. An award of compensatory damages in an amount to be determined for all injuries and damages contained herein;
 9. For an award of restitution and disgorgement of LG's revenues to Plaintiff and the proposed Class Members;
 10. Declaratory and Injunctive relief as permitted by law or equity, including enjoining LG from continuing the unlawful practices discussed herein, and directing LG to identify, with Court supervision, victims of its conduct and pay them, restitution and disgorgement of all monies acquired by LG by means of any act or practice declared by the Court to be wrongful;
 11. Ordering LG to engage in a corrective advertising campaign;
 12. An award of attorneys' fees and costs to counsel for Plaintiff and the Class;
- and

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13. Such other relief as the Court deems just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: September 29, 2016

Respectfully submitted,

By: /s/ Trinette G. Kent
Trinette G. Kent, Esq.
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Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Veronica Munoz, on behalf of herself and all others similarly situated
(b) County of Residence of First Listed Plaintiff County of Santa Clara
(c) Attorneys (Firm Name, Address, and Telephone Number)
Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897; (480) 247-9644

DEFENDANTS
LG Electronics U.S.A., Inc.,
County of Residence of First Listed Defendant State of New Jersey
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Cal. Bus. & Prof. Code § 17200 et seq.
Brief description of cause:
Violations California Unfair Competition Law

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 10,000,000
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE
DOCKET NUMBER

DATE 09/29/2016
SIGNATURE OF ATTORNEY OF RECORD /s/ Trinette G. Kent

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)
(Place an "X" in One Box Only)
SAN FRANCISCO/OAKLAND
SAN JOSE
EUREKA